

**SUPREME COURT OF LOUISIANA
400 ROYAL STREET, SUITE 1190
NEW ORLEANS, LA 70130-8101**

**RFP 10005-SCERP02
REQUEST FOR PROPOSALS FOR
ENTERPRISE RESOURCES PLANNING SYSTEM IMPLEMENTATION
INDEPENDENT PROJECT OVERSIGHT AND STAFF AUGMENTATION**

I. PURPOSE

The Supreme Court of Louisiana invites qualified vendors to submit proposals to provide assistance in independent project oversight and staff augmentation for a new Enterprise Resource Planning (“ERP”) System implementation.

II. BACKGROUND

The Supreme Court of Louisiana (the “Court”) is a state court of last resort with its principal offices located in the Parish of Orleans, State of Louisiana. The Court presently employs approximately 231 full-time employees. A large majority of Court employees are housed in the 400 Royal Street Courthouse or in other New Orleans locations, along with a satellite office in Baton Rouge.

Currently, the Court uses Delta Computer Systems for financial and payroll purposes. Delta is COBOL based software implemented in 1988. The human resources software, ABRA, was implemented in 1996 but is not integrated with the financial and payroll systems. In addition, certain sections of the Court use Peachtree or QuickBooks for accounting purposes.

On February 11, 2009, the Court issued a Request for Proposals (“RFP 10005-SCERP01”) inviting proposals from qualified firms that possess outstanding qualifications, experience and knowledge to provide a fully integrated, preferably Windows-based, web-enabled applications information system for an Enterprise Resources Planning (“ERP”) System including core financial and human resources/payroll modules. A copy of Sections I and II of RFP 10005-SCERP01 is attached hereto as Exhibit “A”. (Additional documents regarding RFP 10005-SCERP01 may be found in the Court’s website at www.lasc.org.)

In connection with RFP 10005-SCERP01, the Court also wishes to enter into an agreement with an independent consulting firm to assist the Court with independent project oversight and staff augmentation for the new ERP System implementation.

III. SUBMISSION OF PROPOSALS

One (1) original and seven (7) copies of each proposal must be **received**, either by hand delivery or by certified mail, no later than **5:00 p.m. on Monday, August 24, 2009** at the following address:

Attention: Terence Sims, Deputy Judicial Administrator
The Supreme Court of Louisiana
Office of the Judicial Administrator
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101

Any proposals which are received after this deadline will not be considered. All envelopes containing a proposal must bear the name of the entity making the proposal, and must have the following clearly written or typed on the face of the envelope: "Proposal for ERP Independent Project Oversight and Staff Augmentation". No faxed or emailed submissions will be accepted.

All questions relative to this RFP should be directed to Terence Sims, Deputy Judicial Administrator and not to any other person at the Court. Mr. Sims may be reached via telephone at (504) 310-2550 or via e-mail at tsims@lajao.org.

The Court specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this request for proposals, when such action is in the Court's best interests. Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Court and its employees, costs and other factors considered. All contracts are subject to the availability of funds.

IV. PROPOSERS' CONFERENCE

A proposers' conference will be held on **Monday, August 3, 2009 from 10:00 a.m. to 12:00 noon** in the 4th Floor Conference Room of the Louisiana Supreme Court. Interested parties are requested to notify Mr. Sims in advance of their intention to attend using registration form attached hereto as Exhibit "B". The purpose of this conference is to allow potential proposers an opportunity to present questions and obtain clarification relative to the RFP. **Questions should be submitted in writing (via e-mail, fax, or mail) to Mr. Sims at the address above by 11:00 A.M. July 29, 2009, or** asked at the proposers' conference. The Court is under no obligation to respond to such inquiries, but may choose to do so, either orally or in written form. The Court, in its discretion, may choose to post some or all of the questions and answers on its website: www.lasc.org

V. TIMETABLE FOR PROPOSALS

Issue date of RFP	July 23, 2009
Deadline for submission of Questions for Proposer's Conference	July 29, 2009
Proposer's Conference	August 3, 2009
Deadline for receipt of proposals	August 24, 2009

NOTE: The Court reserves the right to amend and/or change this timetable as it deems necessary.

VI. SCOPE OF SERVICES

The Court wishes to enter into an agreement with an independent consulting firm to assist the Court with independent project oversight and staff augmentation for the implementation of the new ERP System to be awarded pursuant to RFP 10005-SCERP01. The winning consulting firm would be responsible for assigning an experienced and dedicated team to provide day-to-day project management oversight and to represent the Court's interests, which include:

- Development of project implementation plan
- Managing vendor performance to the contract
- Reviewing vendor deliverables and recommending acceptance or rejection to the steering committee.
- Providing regular status reports.
- Helping the steering committee make necessary decisions regarding configuration and process changes
- Managing the overall budget and schedule, including scope changes
- Coordinating vendor time on-site.
- Communicating effectively with the vendor project manager, project team and the vendor.
- Providing change management
- Managing risks and providing quality control.
- Helping revise and optimize the Court's business processes
- Coordinating training of Court staff
- Oversight of the extraction and conversion of legacy data
- Assisting with the integration of batches and real-time data to existing computer systems.
- Testing the software
- Establishing the production and test technical environments and making sure that appropriate backup and disaster recovery processes are in place.

Relevant experience working with at least one of the vendors that may be awarded the contract to provide the ERP System pursuant to RFP 10005-SCERP01, as well as experience

working with a Court system is preferred. Although a final vendor has not yet been selected, the Court has narrowed the vendor selection to the following two (2) vendors:

- Agresso
- SunGard Public Sector

VII. CONTENTS OF THE PROPOSAL

One (1) original and seven (7) copies of each proposal must be provided. The proposal must contain the following:

1. Certification by the firm that it is independent of the following software vendors: Agresso and SunGard Public Sector. See Disqualification, Section IX.
2. References from at least two of the firm's clients who are comparable to the Court and for whom the firm performed services similar to those being requested in this RFP. The references should include the name of a contact person, his/her title, physical and e-mail addresses, and telephone numbers. Please note that the Court may, but is not obligated to, contact these clients.
3. A detailed description of the firm's experience with independent project oversight and staff augmentation of ERP Systems implementations, which specifically outlines relevant Court experience as well as experience with each of the two (2) vendors whom the Court may select pursuant to RFP 10005-SCERP01: Agresso, and SunGard Public Sector.
4. Balance sheet and income statements from the past 3 years.
5. Resumes for each team member.
6. A copy of licenses and insurance declarations.
7. A description of any facilities, equipment, staff, or other resources the firm expects the Court to provide.
8. A proposed timeline noting major tasks/milestones/deliverables.
9. A detailed cost proposal highlighting each task/milestone/service and associated expenses. Please note that billing will be on a fixed fee basis. Any anticipated expenses, including but not limited to, travel, rent, meals, equipment, and other expenses must be incorporated into the cost proposal.
10. The proposal must be limited to 40 pages in length, including all exhibits.

11. Proposers may be required to submit additional information upon request of the Court.

In addition, the proposal must include the following information:

A. Operations and Services

1. Provide a detailed plan of operations, describing with specificity how the firm plans to provide the independent project oversight and staff augmentation as set forth in Section VI, Scope of Services.
2. Describe with specificity the services that would be offered, and any limitations, exclusions, and other relevant features of the proposal.
3. Describe with specificity the hours or period of time covered by your quoted price.

B. Firm and Personnel Information

1. Provide the name(s) of the person(s) who will be authorized to make representations for the firm, their titles, physical and e-mail addresses, and telephone and fax numbers.
2. Provide a brief history of the firm, its organizational structure, types of clients, location and address of the office that will direct the assessment and its experience in providing and administering similar projects.
3. Provide contact and other information on those individuals who would be assigned to work with the Court, including a description of their experience in providing services to clients who are similar to the Court.
4. Provide evidence of the firm's authority to transact business in Louisiana.
5. Team members assigned must be employees of the firm on July 22, 2009. No substitution of proposed team members will be permitted without prior authorization of the Court.

VIII. EVALUATION CRITERIA

The Court will evaluate all proposals and, if a firm is to be selected, select a firm on the basis of the following criteria:

- a) The firm's relevant experience (including references and the mandatory experience with the winning software vendor), qualifications and success in providing services similar to those described in this RFP: 30%
- b) The clarity and reasonableness of the firm's strategy: 20%
- c) The firm's cost proposal: 20%
- d) The firm's financial stability: 10%
- e) Any other factors relevant to the firm's capacity and willingness to provide a cost effective, comprehensive solution to the Court: 20%

IX. DISQUALIFICATION

The firm must be independent of Agresso and SunGard Public Sector. Any implicit or explicit economic involvement with either Agresso or SunGard Public Sector, via contract or otherwise, will result in disqualification. The Court reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients. The proposer and any prior project personnel must agree to provide the necessary authorizations for the Court to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

X. ORAL OR WRITTEN DISCUSSIONS

If there is more than one qualified proposer, written or oral discussions may be conducted with at least three or two if there are only two, of the most qualified proposers. The Court will schedule a time and place for the oral or written discussions. Each proposer should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services requested, and any other area of inquiry relative to its proposal. The Court reserves the right to select a firm based upon the proposals alone without additional oral or written discussions.

XI. CONTRACT AWARD AND EXECUTION

The Court reserves the right to enter into a contract without further discussion of the proposal based on the content of the proposals submitted.

In no event is a proposer to submit its own standard contract terms and conditions in response to this RFP. Proposers are advised that the Court intends to negotiate terms and enter into a contract involving provisions similar to those included in the attached sample contract (Exhibit "C").

XII. TERM OF INITIAL AGREEMENT

If a contract is to be awarded, it will be for a period commencing on or about October 1, 2009 and terminating upon the successful completion of the project.

The Court reserves the right to extend the initial contract for such mutually beneficial additional term(s) as may be negotiated.

XIII. PUBLIC NATURE OF PROPOSAL AND PROSPECTIVE CONTRACT

All proposals submitted in response to this request for proposals, and any contract which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation. Trade secrets or other proprietary information submitted by a proposer as part of its RFP may not be subject to public disclosure, provided the proposer specifies the relevant law supporting its request for confidentiality. However, the proposer must invoke the protections of this section prior to or upon submission of its proposal, must identify the specific data or other materials to be protected, and must state the reasons why protection is necessary. Any aspect of the proposal which addresses the cost of providing the requested services will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of this legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Supreme Court shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Supreme Court’s right to use or disclose data obtained from any source, including the proposer, without restriction.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or any other person seeks review or copies of another proposer’s confidential data, the Court will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Court and hold the Court harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the Court to disclose the information.

If the owner of the asserted data refuses to indemnify and hold the Court harmless, the Court may disclose the information.

It should be noted and understood that all proposals, contracts and other documents presented in connection with this RFP become the property of the Court.

XIV. COURT DISCRETION

The Court specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this request for proposals, when such action is in the Court's best interests. In addition, the Court specifically reserves the right to waive any of the technical requirements of the proposal, when such action is in the Court's best interests.

Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Court and its employees, costs and other factors considered. All contracts are subject to the availability of funds.

XV. CHANGES, ADDENDA, WITHDRAWALS

The Court reserves the right to change the calendar of events or issue addenda to the RFP at any time. The Court also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, and cross-referenced clearly to the relevant proposal section. **All such changes must be received prior to the deadline for proposal submission.**

XVI. COST OF PREPARING PROPOSALS

The Court is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing the proposal, and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the Court.

XVII. AUDIT OF RECORDS

The State Legislative Auditor or other auditors so designated by the Court shall have the option to audit all accounts directly pertaining to the resulting contract for a period of three (3) years after project acceptance or as required by applicable State or Federal law. Records shall be made available during normal working hours for this purpose.

XVIII. RECORDS RETENTION

The successful proposer shall maintain all records relating to any contract which is agreed upon for a period of at least three (3) years after acceptance by the Court.

XIX. BILLING AND PAYMENTS

Payment will be based on the successful completion of milestones and deliverables to be specified in the contract. This is a fixed fee contract; therefore, any anticipated expenses, including but not limited to, travel, rent, meals, equipment, and other expenses must be incorporated into the cost proposal.

Every two weeks throughout the contract period, the contractor will submit an itemized invoice to the Court for services rendered, accompanied by a current written status report describing the work completed and current status of work in progress. The format of the invoices and status reports is subject to the Court's approval. Ninety-percent (90%) of the allowable payment amount for each milestone will be remitted to the Contractor upon approval of the invoice. The remaining ten-percent (10%) will be retained until written approval by the Court of all services required by the contract, i.e., there will be a 10% holdback of each payment. The remaining retained funds will be paid to the Contractor upon successful implementation of the ERP System, as determined by the Court.